



Invitation to Bid

Department

*Issued by the City of Sarasota
Financial Administration
Purchasing Division*

Bid submittals to be received by Purchasing

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*in the Office of the Purchasing Manager
1565 First Street, Room 205
Sarasota, Fl. 34236
Phone #(941) 954-4151*



Notice to Contractor/Vendors

Bid #

INVITATION TO BID

The City of Sarasota will receive sealed bids until

then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish: all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Sarasota, Sarasota, Florida, in conformance with bid documents, which include technical specifications.

Bids shall be submitted in writing, signed by the bidder or the bidder's duly authorized agent, and shall be received by the Purchasing Department, located at 1565 First Street, Room 205, Sarasota, Florida 34236 prior to the time scheduled to receive bids. Bid documents shall be sealed in an envelope and shall be **clearly marked:**

Bid #

Insurance certificates, bonds, and/or checks required by the specifications **must reference the bid number. Bid documents and technical specifications for this project are available from DemandStar* at (800) 711-1712 - www.demandstar.com or The Florida Purchasing Group (FPG) at (800) 835-4603 - <http://www.floridabidsystem.com>. Vendors who obtain specifications and plans from sources other than DemandStar or FPG are cautioned that the bid package may be incomplete. The City's official bidders list is obtained from DemandStar and FPG. Addenda will be posted and disseminated by DemandStar and FPG at least five days prior to the bid opening date to all vendors who are listed on the official bidders list at either website. The City may not accept incomplete bids.**

Sincerely,

Mary G. Tucker, CPPPO, FCPM, FCCN
Purchasing Manager

*DemandStar is the City's official posting site

CITY OF SARASOTA
TERMS AND CONDITIONS
Version Bid 08.23.16

1. SUBJECT TO THESE TERMS

All bids are subject to the terms and conditions specified herein. Bids which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the order of precedents in section 2 of this document.

2. ORDER OF PRECEDENTS

- 2.1. If a conflict arises between these “Terms and Conditions”, the following ORDER OF PRECEDENTS will apply:
- 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services”
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. City of Sarasota Procurement Code and Ordinances
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be in a form as approved by the CITY.

4. BID DELIVERY AND SUBMISSION REQUIREMENTS

- 4.1. Bid documents shall be submitted in triplicate (one original and two photocopies) on the bid forms provided by the CITY. All blank spaces in the bid forms shall be filled in legibly and correctly in ink. The bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of work as well as the total price for the entire work under the contract. If an individual or company makes the bid, they shall sign their name therein and state their name and address as principal. If a corporation makes the bid, an authorized officer or agent shall sign it, subscribing the name and address of the corporation along with their own name and affixing the corporation seal. The company name and F.E.I.N. number shall appear on the bid form.
- 4.2. Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bids delivered to the CITY’s Purchasing Division prior to the stated time and date. If a bid is sent by U.S. Mail or delivery service, the bidder shall be responsible for its timely delivery to the CITY’s Purchasing Division. Bids delayed by mail or delivery service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their (unopened) return at the bidder’s request and expense.
- 4.3. Confidential Bid Information – If information is submitted with the bid documents that are deemed “Confidential” then the bidder must stamp those pages of the bid that are considered confidential. Bidder must provide documentations as to why these documents should be declared confidential in accordance with Chapter 119, “Public Records”, exemptions.
- 4.4. Bid Opening
- 4.4.1. Bid opening shall be public on the date and at the time specified on the Invitation to Bid. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place for the bid

opening. Bids, which for any reason are not so delivered, will not be considered. Offers by fax or telephone are not acceptable. A bid may not be altered after the opening of the bids.

- 4.4.2. All bid documents shall be submitted in writing, signed by the bidder or the bidder's duly authorized agent, and shall be mailed or delivered to the office of the Purchasing General Manager prior to the time scheduled for the opening of bids.
- 4.4.3. Bid documents shall be sealed in an envelope and shall be clearly marked with the words "bid documents" and show the project name and number, name and address of the bidder, and date and time of the scheduled bid opening. Form# 10, Bid Label, is provided in the Form Section for the vendor's convenience.
- 4.4.4. The Purchasing General Manager, or designee, in the presence of a witness designated by the Purchasing General Manager shall publicly open all bid documents at the time and place specified in the invitation to bid.
- 4.5. A bidder may withdraw a bid any time prior to the opening of the bid. After bids are opened, but prior to award of the contract by the City Commission, the City Commission may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the bid document. In such circumstance, the decision of the City Commission to allow the bid withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 4.5.1. The bidder acted in good faith in submitting the bid,
 - 4.5.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 4.5.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 4.5.4. The mistake was discovered and was communicated to the CITY prior to the City Commission having formally awarded the contract.
- 4.6. Any contractor/vendor or subcontractor that will have access to City facilities or property may be required to be screened to a level that may include but is not limited to; fingerprints, statewide criminal and juvenile records check. There may be fees associated with these procedures. These costs are the responsibility of the contractor/vendor or subcontractor.
- 4.7. Bidders may be declared "non-responsive" due to omissions in Form #4A, "Negligence or Breach of Contract Disclosure Form". Additionally, bidders may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Purchasing General Manager after consultation with the City Attorney.

5. CLARIFICATION & ADDENDA

- 5.1. For information or questions concerning this bid, contact the City of Sarasota Purchasing Division, 1565 First Street, Room 205, Sarasota, Florida 34236, phone number (941) 954-4151, unless otherwise noted in the specifications. After the issuance of the Invitation to Bid, prospective bidders or any agent, representative or person acting at the request of such bidder or proposer shall not have any contact, communicate with or discuss any matter relating in any way to the bid with any Commissioner, agent or employee of the CITY other than the Purchasing General Manager or their designee. This prohibition begins with the issuance of any Invitation to Bid (ITB), and ends upon execution of the final contract or when the invitation or request has been canceled. If it is determined that improper communications were conducted, the Contractor/Vendor may be declared not responsible.
- 5.2. Detailed specifications describe the commodities, services or construction services to be acquired by the CITY. To be considered for award a bid must comply in all material respects with the

specifications. No alternate bids or deviations from the specifications will be accepted unless requested in the specifications or bid form and as approved through written addendum.

- 5.3. Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation to Bid shall be made in writing, submitted and received at least eight (8) calendar days prior to the date when bids are due; to the City of Sarasota Purchasing Division.
- 5.4. The CITY shall not be responsible for oral interpretations given by any CITY employee, representative, or others. Except at the pre-bid conference, every request for interpretation of the meaning of the plans, specifications or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the Purchasing General Manager. The issuance of a written addendum by the City's Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation to Bid, the CITY will attempt to notify all prospective bidders who have secured same; however, it shall be the responsibility of each bidder, prior to submitting their bid, to determine if addenda were issued and to make such addenda a part of their bid. Acknowledgement to addenda receipt will be noted by each bidder in the space provide on Form# 1, Bid Form located in the Forms Section, Part I.
 - 5.4.1. Should the bidder find discrepancies in or omissions from the drawings and specifications, scope of work, or other documents attached hereto or should they be in doubt as to the meaning, they should at once contact the Purchasing Division and obtain clarification prior to submitting a bid.
- 5.5. **Governmental Restrictions**
 - 5.5.1. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Division at once, indicating in their letter or email the specific regulation which required an alteration. The CITY reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the CITY.

6. BID EXPENSES

Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids.

7. IRREVOCABLE OFFER

Any bid may be withdrawn until the date and time set for opening of the bid. All withdrawals must be requested in writing via email, letter, or FAX. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred and twenty (120) days to sell to the CITY the goods or services set forth in the attached specifications. For the bidders convenience a withdrawal from has been provided in the Forms Section, (Form #19, Bid Withdrawal Request)

8. RESERVED RIGHTS

- 8.1. The CITY reserves the right to accept or reject any or all bids, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

- 8.2. To be **responsive**, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation to Bid. To be a **responsible** bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the CITY deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.
- 8.3. Bidders are required to bid their prices on the bid forms supplied by the CITY in the bid document. Bids, at the sole discretion of the CITY, may be deemed non-responsive if these bid forms are not used and duly signed by an authorized representative of the bidder.
- 8.4. Unless otherwise stated in this bid specification, any contracts resulting from this bid are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase items listed in this bid through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Sarasota ~~Purchasing Policy~~ Procurement Code. The CITY reserves the rights to solicit separate bids for requirements that are a portion of a larger contract bid as a whole. Additionally, at the City's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.
- 8.5. After award of this bid, the CITY reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide market changes, the CITY may negotiate justified adjustments such as price, terms, etc., to this contract when the CITY, in its sole judgment, considers such adjustments to be in the best interest of the CITY.
- 8.6. If the contract awarded as a result of this bid is terminated, the CITY reserves the right to go to the next lowest **responsive** bidder with the balance of the contract, unless otherwise stated in the bid specification.
- 8.7. The City of Sarasota reserves the right to refuse to award to any bidder based upon prior contractual relationships between that bidder, or a substantially related person or entity, and the CITY. This shall include, but is not limited to, situations in which the bidder or, a substantially related person or entity, has had its contractual relationship with the CITY terminated or issued a notice of default within three (3) years of the date of the issuance of this Invitation to Bid.

9. APPLICABLE LAWS

- 9.1. Bidders must be authorized to transact business in the State of Florida. Copy of Registration Certificate and information should be submitted with bid (see Part IV of the forms package, Sample#1). Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Sarasota, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof. This includes and revisions or as amended thereof. Any involvement with the City of Sarasota shall be in accordance with but not limited to:
 - 9.1.1. **City Administrative Regulation and Ordinances**
 - 9.1.1.1. City of Sarasota Procurement Code, Ordinance 12-5009
 - 9.1.1.2. Administrative Approval of Contracts, Ordinance 03-4440 and 07-4763

- 9.1.1.3. Amends administrative approval of contracts for City Manager, Director of Finance, and the Purchasing General Manager, Ordinance 07-4763
- 9.1.1.4. Travel Policy, Ordinance 15-5124 and Administrative Regulation 024.A004.0605
- 9.1.1.5. Minority Business Enterprise Utilization Plan, Resolution 01R-1377 and Administrative Regulation 024.A014.0202
- 9.1.2. **Florida State Statues**
 - 9.1.2.1. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)
 - 9.1.2.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the CITY. **Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after bid or proposal opening, whichever is earlier**
 - 9.1.2.3. It shall be the responsibility of the bidder to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

10. TAXES

The City of Sarasota does not pay Federal Excise and State Taxes on direct purchases of tangible personal property. The exemption number will be provided on the "contractor/vendors" copy of the purchase order. This exemption does not apply to tangible personal property purchased by contractor/vendors for their use in the performance of this contract. Nothing herein shall affect the bidder's normal tax liability. The CITY reserves the right, at the CITY's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project.

11. MATHEMATICAL ERRORS

In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

12. QUALITY GUARANTEE/WARRANTY

- 12.1. Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new, unused, and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 12.2. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the CITY, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the CITY in evaluating the substitution. Such information is submitted through the Purchasing Division. Any such substitution shall be subject to CITY approval through the issuance of a written addendum by the CITY's Purchasing Division. Substitutions shall be approved only if determined by the CITY to be an **Approved Alternate** to the prescribed specifications.
- 12.3. A bid containing a substitution is subject to disqualification if the substitution is not approved by the CITY. Items bid must be identified by brand name, number, manufacturer and model, and shall

include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

- 12.4. The equipment must be warranted for twelve (12) months, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service.
- 12.5. If any product does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor shall pick up the product from the CITY at no expense to the CITY. The CITY reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to CITY any money which has been paid for same.

13. PUBLIC ENTITY CRIMES

- 13.1. In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor/vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

14. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 14.1. In accordance with Florida State Civil Rights Act of 1992.
- 14.2. An entity or affiliate who has been placed on the **State of Florida's Discriminatory Vendor List** (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>.) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor/vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 14.3. The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.
- 14.4. It is the policy of the City of Sarasota to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

15. ROYALTIES AND PATENTS

- 15.1. The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted patented, or unpatented invention process, or article manufactured by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplier hereunder with equipment or data not supplied by the contractor/vendor is based solely and exclusively upon the CITY alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.
- 15.2. Further, if such a claim is made or is pending, the contractor/vendor may at its option and expense procure for the purchaser the right to continue use or replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the contractor/vendor and receive reimbursement if any as may be determined by a court of competent jurisdiction. If the bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

16. PURCHASING COOPERATIVE

It is the intent of this Invitation to Bid to include requirements and to obtain bids on behalf of the City of Sarasota and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this bid proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. The City of Sarasota will not be financially responsible for the purchases of other entities from this solicitation.

17. DELIVERY

Unless otherwise specified, all prices are to be **FOB-Destination**.

18. PRE-BID CONFERENCE

- 18.1. Failure to attend a mandatory or non-mandatory pre-bid will relieve the CITY for any responsibility to notify a bidder of additional requirements unless those questions or requirements are identified in writing.
- 18.2. Failure to attend a mandatory pre-bid conference will result in the bid being considered non-responsive.

19. FUNDING

- 19.1. This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the CITY's performance in accordance with the terms and conditions of this bid. The CITY shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid.
- 19.2. This City of Sarasota **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the CITY. According to Florida State

Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

20. SUBCONTRACTING

- 20.1. Contractor/vendors shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the Contractor/Vendor.
- 20.2. Contractor/Vendor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor/vendor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. All Work performed for Contractor/Vendor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor/Vendor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of City and Engineer. Contractor/Vendor shall be fully responsible to City and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor/Vendor is responsible for Contractor's/Vendor's own acts and omissions.

21. TRAVEL EXPENSE

Travel expenses, if approved by the CITY, will be reimbursed in accordance with the City of Sarasota Ordinance 15-5124 and Administrative Regulation 024.A004.0605: "Travel Policy" whether or not the resulting contract provides for a different method.

22. PUBLIC RECORDS

Bidder acknowledges that all information contained within its bid is a public record, as defined in Chapter 119, "Public Records", of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

23. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the vendor for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued an approved Purchase Order.

24. TIME EXTENSION

24.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

24.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful bidder,

continue until completion at the same prices, terms and conditions. This must be approved in advanced by the Purchasing General Manager or designated representative.

25. RIGHT TO AUDIT

The contractor/vendor shall maintain such financial records and other records as may be prescribed by the City of Sarasota or by applicable federal and state laws, rules, and regulations. The contractor/vendor shall retain these records for a period of five years after final payment, or until they are audited by the City of Sarasota, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the City of Sarasota, its designees or other authorized bodies.

26. SALVAGE OF CONSTRUCTION MATERIALS

- 26.1. Objective: The City of Sarasota strives towards its goal of becoming a sustainable community. Salvage and reuse of construction materials is sustainable activity worthy of becoming a standard operating practice by the CITY, its crews, and private contractor/vendors working in the CITY. To that end, the following specification and clauses shall be included and enforced to the extent possible during construction activities in the CITY.
- 26.2. Specification: Salvage of Brick and Other Construction Materials
- 26.2.1. The City of Sarasota is a sustainable community. Best practices in sustainable projects call for salvage and reuse of construction materials, and the CITY has adopted this practice as a core value in construction projects. Any contractor/vendor performing work on behalf of the CITY of Sarasota shall follow this practice to the extent practical.
- 26.2.2. The City of Sarasota additionally has identified brick found on, under, or around City roadways to be a critical resource. In a case when any brick is found by the contractor/vendor, the contractor/vendor shall notify the project manager immediately. The project manager will identify if the brick is of suitable quality for reuse. If so, brick shall be salvaged, and taken to a location designated by the CITY. Typically the contractor/vendor will be responsible to neatly stack any found brick on a pallet for pickup by a City crew, who will be made available to transport the brick. If substantive quantities of brick are found by the contractor/vendor, the CITY shall establish a force-account or other payment mechanism to reimburse the contractor/vendor for these costs.
- 26.2.3. Materials other than brick known to be present prior to the onset of a project, unless specifically noted or specified otherwise, may be considered by the contractor/vendor as salvageable as part of their bid. For instance, the contractor/vendor may consider millings removed from the roadway, or concrete sidewalk removed from the site, to be in control of the contractor/vendor. Therefore any of this material may be taken to a suitable location for reuse (i.e. millings to asphalt plant, concrete to a pulverization/ crushing site). The contractor/vendor may reuse this material as they see fit, but the fact the material has been placed in the control of the contractor/vendor does not remove the requirement for beneficial reuse of these materials; the CITY is simply leaving the disposition of how to reutilize these materials to the contractor/vendor's discretion. Any proceeds from the salvage of this material may be received by the contractor/vendor.
- 26.3. Clause: R/O/W Use Permit
- 26.3.1. The contractor/vendor/owner is hereby notified that any brick found in City of Sarasota Right-Of-Way is considered to be property of the City of Sarasota. The contractor/vendor/owner shall immediately notify the CITY, at 941-365-2200 extension 6000, if brick is found within the City's property while carrying out any work. The brick shall be stacked neatly on a City-

provided pallet, and placed in a suitable location for pickup by a City crew. The contractor/vendor/ owner is also encouraged to recycle any other construction materials to the extent practical, such as taking removed concrete sidewalk to a pulverization plant.

27. E- VERIFY

Contractor/vendors:

Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the contractor/vendor during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

28. PROTEST PROCEDURES

Protest procedures will be conducted in accordance with the City of Sarasota Procurement Ordinance 12-5009.

29. CHANGE ORDERS

- 29.1. The City may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Sarasota will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, contractor and the architect/engineer, if applicable, prior to the commencement of the modified work. The City Manager may only approve an adjustment to the contract price that does not exceed 10% of the contract price or \$200,000.00, whichever is less in accordance with Ordinance 03-4440.
- 29.2. The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

- 1) Material
- 2) Delivery
- 3) Direct Labor
- 4) Taxes
- 5) Rental rates
- 6) Fringe Benefits
- 7) Overhead
- 8) Profit

9) Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Sarasota will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not list by unit price.

Surety and other bonds, when required, are premiums applied to the total contract amount.

Adjustments and allowances for increased bond costs will only be considered on the net increase to the total contract amount after consideration of both quantity reductions, quantity increase and other work price adjustments.

- 29.3. Changes in contract time will only be considered for documented weather impacts, additional work directed by the City, reductions in work directed by the City, stoppage of work when directed by the City or other causes of delay not attributable to the contractor. Delays by others, such as utility companies, may not necessarily be compensated by the City and the contractor may need to seek compensation from the third party for the delay.

30. INSURANCE

- 30.1. The contractor/vendor, prior to the signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY. The policies shall be placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida and that meets a minimum financial **A. M. Best & Company** or approved alternate rating of no less than “A”, **Excellent**. The City will accept a minimum rating for Worker’s Compensation Insurance of “B+, **Good**”. The NAIC number for all Insurers will be noted to the right of the insurer’s name in the section provided on the certificate of insurance. The City of Sarasota will not accept any indication or evidence of self-insurance made by the contractor/vendor, as it applies to any of the required insurance coverage. The Purchasing General Manager, or designee, reserves the right to waive, downgrade or upgrade, or suspend requirements as determined to be in the best interest of the City. Any and all fully-executed contracts will require that the contractor/vendor be fully insured per the terms and conditions as follows herein:

30.2. Mandatory Insurance Requirements

30.2.1. Worker’s Compensation

Worker’s Compensation Insurance on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statutes Chapter 440 and Employers Liability with limits of not less than \$100,000 per employee accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

30.2.2. Commercial General Liability

Including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars covering all work performed.

30.2.3. Automobile Liability

Including bodily injury, property damage liability for all vehicles owned, hired, leased, and non-owned, with limits of not less than One Million Dollars combined single unit per occurrence covering all work performed.

30.3. **Additional or Option Insurance (Depends on project requirements.)**

30.3.1. **Umbrella Liability**

N/A unless being used to meet underlying coverage requirements.

30.3.2. **Liquor Liability**

All vendors serving alcohol as a result of the bid will be required to obtain Liquor Liability insurance.

30.3.3. **Miscellaneous Insurance** - All other types of insurance as required by the scope of work or specifications

30.3.4. **Professional Liability**

If applicable, in the minimum amount of One Million Dollars.

30.3.5. **Hazardous Material**

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, no further work is to be performed in the area of the hazardous materials until the Project Manager and City's Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project.

30.3.5.1. **Contractor/vendor's Pollution Liability**

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

30.3.5.2. **Asbestos Liability**

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement.

30.3.5.3. **Disposal**

When applicable, the Contractor/vendor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

30.3.5.4. **Hazardous Waste Transportation**

When applicable, the Contractor/vendor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$2,000,000 annual aggregate and provide valid EPA identification number. The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this Agreement.

30.3.6. **Builder's Risk**

When applicable, special form coverage shall include, but not be limited to:

30.3.6.1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;

30.3.6.2. Theft coverage;

30.3.6.3. Waiver of Occupancy clause endorsement;

30.3.6.4. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

30.3.7. Maximum deductible clause of \$50,000 each claim.

30.4. **Additional Insured**

The City of Sarasota, its elected and appointed officials, employees and agents shall be listed by endorsement as additional insured, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insured.

30.5. **Certification of Insurance**

Contractor/vendor, prior to providing any services pursuant to this Agreement, shall furnish to the CITY proof of insurance, including, but not limited to a Certificate of Insurance referencing the City of Sarasota as "**additional insured**", except for worker's compensation and professional liability, and the effectiveness of all required insurance for contractor/vendor, and each of its subcontractors. The certificates of insurance shall state that the CITY will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of Contractor/vendor. No work shall commence under this Agreement until the CITY's authorized representative has given written approval of the insurance certificates. Additionally, Contractor/vendor has an affirmative obligation throughout the entire term of this Agreement to provide the City Manager and the Purchasing Division, 1565 1st Street, Room 205, Sarasota, Florida 34236 evidence of the continuation of all policies required of Contractor/vendor by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager and the Purchasing Division, 1565 1st Street, Room 205, Sarasota Florida 34236. **All insurance documents must show the Bid Number and indicate that the bidders insurance is the prime insurance.** City suggests that Contractor/vendor obtain all policies on an occurrence form basis. If, however, Contractor/vendor determines to obtain claims-made policies, Contractor/vendor shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Contractor/vendor shall be required to maintain "tail" coverage Contractor/vendor's own expense for a period of time as directed by the City Manager.

30.5.1. Additional insurance requirements may be noted in the scope of work or specifications. These insurance requirements will be in addition to those stated in these Terms and Conditions and not a replacement.

31. INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities of work to be done and materials to be furnished under this contract, given in the bid forms, are to be considered as approximate only and are to be used solely for the comparison of bids received. The CITY does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the work. Payment to the contractor/vendor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents, and it is mutually understood that the quantities may be increased or diminished as provided in the specification without in any way invalidating any of the unit or lump sum price bid.

32. CONTRACT ADMINISTRATION AND SITE REVIEW

32.1. The bidder shall carefully examine the site of the work and the contract documents for the work contemplated, and it will be assumed that the bidder has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the contract documents. The bidder shall inform themselves fully of the conditions under which the work is to be performed in relation to construction, services, commodities and labor conditions. Failure to do so will not relieve a successful bidder of their obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work or deliver

the requested product or service for the consideration set forth in their bid. Contracts may have more than one department or entity participating. Each participant will issue its individual purchase order contracts and will be billed separately.

32.2. Ownership of Documents

It is understood and agreed that all documents, including detail reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful proposer, there under shall be delivered to and become the property of the City, prior to final payment to the successful proposer at the termination of the agreement.

32.3. Notice to Proceed (NTP) and Pre-Construction/Kickoff Meetings

32.3.1. Single Project

All single (one time bid or RFP) projects will have a notice to proceed (NTP) issued by the Purchasing Division before a purchase order can be issued. The notice to proceed (NTP) letter will be dated the same date as the pre-construction or kickoff meeting. The date of the NTP Letter and the Date in which work is to start can be no more than 30, unless otherwise approved by the Purchasing General Manager, or designee.

32.3.2. Continuing Services

A continuing service contract with a task order \$50,000.00 or less will use the purchase order as the notice to proceed. The date of the purchase order will be the project start date. The number of days to complete the project or the project final completion date must be annotated on the purchase order. For a task order over \$50,000.00 a formal notice to proceed (NTP) must be issued by the Purchasing Division in accordance with paragraph 32.3.1

32.4. Work Progress and Delays

The City Manager shall be entitled at all times to be advised in writing, at his request, as to the status of work being done by the successful proposer and the details thereof. In the event the successful proposer cannot satisfy the deadline specified in the project schedule, then it shall notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by City or regulatory agencies as to the approval of any plans or permits submitted by the successful proposer, when such delay will result in an overall delay of the project completion date, the City Manager shall grant to the successful proposer, in writing, an extension of the agreement time equal to the as aforementioned delays. The City Manager shall be solely responsible for determining whether any extension of time should be awarded to the successful proposer.

33. TERMINATION OF CONTRACT

The City of Sarasota reserves the right to terminate any contract, at any time, with or without cause.

33.1. Termination for Default

Contractor/vendor acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the contract, are material inducements to City entering into an agreement. Should Contractor/vendor fail to perform any of the conditions, covenants and requirements of its part to be kept, the City Manager shall give written notice thereof to contractor/vendor specifying those acts to things which must occur in order to cure said default. Provided, however, if Contractor/vendor makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant Contractor/vendor additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Manager may terminate the agreement, by written notice of termination, said notice specifying the time and date of termination.

33.2. Termination for Convenience

The performance of work under the contract may be terminated by the City Manager in whole or in part whenever the City Manager determines that termination is in the City of Sarasota's best interest. Any such termination shall be effected by the delivery to the contractor/vendor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor/vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

33.3. Payment and Ownership of Documents upon Termination

In the event of termination of the agreement, the vendor shall cease work and shall deliver to the CITY all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional certification. The vendor shall reimburse the CITY for any stored items that the CITY has previously purchased. City shall upon delivery of the aforesaid documents, pay the contractor/vendor as full payment for its services hereunder, a sum of money equal to the percentage of the work done by contractor/vendor and accepted as satisfactory by the CITY.

33.4. Waiver

Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default hereunder by the successful proposer, should not be deemed to be a waiver of any default or breach by the City.

34. BONDS (IF REQUIRED) CONSTRUCTION ONLY

34.1. BID GUARANTY (IF REQUIRED)

All bids, where the total amount bid is in excess of \$150,000 require security in the form of a bid bond issued by a surety company licensed to do business in Florida, a cashier's check, or an irrevocable letter of credit in an amount equal to five percent of the bid, unless the Purchasing General Manager issues a written determination that the imposition of such requirement would detract from competition without adding a material benefit to the City. The Purchasing General Manager may require a bond on projects less than \$150,000.00. A bid bond for continuing/annual services will not be required unless stated in the specifications or special conditions. The Purchasing General Manager may require a letter of bondability on continuing/annual services contracts. All bonds, cashier's checks, or letters of credit shall require the bidder to forfeit bid security upon a refusal or failure to execute the contract within ten days of issuance of the notice of award of contract. If the contract is then awarded to the second-lowest bidder, the bond or other form of security shall be applied to compensate the City for the difference in price between the lowest and second lowest bids offered.

34.2. PERFORMANCE & PAYMENT BOND, EXECUTION OF CONTRACTS

34.2.1. The Purchasing General Manager shall require the successful bidder on a public construction contract to obtain a good and sufficient performance and payment bond as security for the faithful performance of a public construction contract entered into between the City and the successful bidder and as security for the payment of all persons performing labor or furnishing materials in connection with such contract. The Purchasing General Manager may waive the performance and payment bond for public construction contracts of \$150,000 or less if the City would not materially benefit from requiring such bond.

- 34.2.2. Within ten (10) days after the contractor/vendor has been issued a "notice of bid action", the successful bidder shall execute and deliver to the CITY a contract agreement in the form provided and in such number of counterparts as the CITY may require.
- 34.2.3. Having satisfied all conditions as set forth elsewhere in these documents, the successful bidder shall furnish a performance and payment bond (public construction bond) equal to one hundred percent (100%) of the total contract amount for the security of the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection therewith in the forms required by Florida Statutes 255.05 together with power of attorney showing authorization of the surety's agent to execute the bond. It shall be the contractor/vendor's responsibility to record a copy of the bond in the public records of Sarasota County Clerk of Circuit Courts and provide proof of such recording to the City Purchasing Division with the performance bond.
- 34.2.4. The failure of the successful bidder to execute such contract agreement and to supply the required bond(s) within said ten (10) business days, or within such extended time as the CITY may grant, based upon reasons determined adequate by the CITY, shall constitute a default. The CITY may then either award the contract to the next **responsible** bidder or re-advertise for bids, and may charge the bidder the difference between the amount of the bid and the amount for which a contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. (Form# 12, Part II, Performance and Payment Bond)
- 34.2.5. The Purchasing General Manager may require a successful bidder on a contract other than a public construction contract to obtain a good and sufficient performance and payment bond as security for the faithful performance of the contract entered into between the City and the successful bidder and as security for the payment of all persons performing labor or furnishing materials in connection with such contract.
- 34.2.6. When a contractor furnishes and records a payment and performance bond for a public works project in accordance with this section and provides the public authority with a written consent from the surety regarding the project or payment in question, the public authority may not condition its payment to the contractor on the production of a release, waiver, or like documentation from a claimant demonstrating that the claimant does not have an outstanding claim against the contractor, the surety, the payment bond, or the public authority for payments due on labor, services, or materials furnished on the public works project. The surety may, in a writing served on the public authority, revoke its consent or direct that the public authority withhold a specified amount from a payment, which shall be effective upon receipt. This subsection applies to contracts entered into on or after October 1, 2012. However, the contractor may utilize this provision in lieu of release of lien for the subcontractors prior to the date above.
- 34.2.7. In lieu of the performance and payment bond, a successful bidder may provide the City with an alternative form of security in the form of cash, cashier's check, or irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the performance and payment bond required herein.

34.3. **BOND FORMS**

The attached bond forms may be utilized (Form#11, Bid Bond). Any bonding company submitting a bid bond or performance and payment bond to the CITY must be licensed to transact as a fidelity and surety business in the State of Florida and hold a certificate of authority from the Secretary of the Treasury under Act of Congress approved July 30, 1947 (U.S.C. 6 13), and approved by the City of Sarasota. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best & Company or approved alternate rating of "A" or better and a "T" underwriting limitation not exceeded by this project's bond.

35. INDEMNIFICATION

35.1. Non-Design Professional

The CITY shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by contractor/vendor and its employees and agents of its obligations under the provisions of this agreement. The contractor/vendor shall indemnify and hold harmless the CITY, and agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account/or arising out of or resulting from any negligent act or omission of the contractor/vendor in the performance of the work. The CITY and contractor/vendor acknowledge that the first ten dollars (\$10.00) of the compensation paid contractor/vendor for its work hereunder shall be deemed specific consideration for this indemnification. Contractor/vendor shall fund the foregoing indemnification by providing the insurance coverage's set forth below.

35.2. Design Professional

Contractor/vendor shall indemnify and hold harmless the CITY, its elected and appointed officials, officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fee, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the consultant or any person employed or utilized by the consultant in the performance of the contract. City and the Contractor/vendor acknowledge that the first ten dollars (\$10.00) of compensation paid Contractor/vendor for its services hereunder shall be deemed specific consideration for the indemnification.

36. PRICES, TERMS, AND PAYMENTS

36.1. Discounts

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

36.2. Mistakes

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk in case of mistake in extension; the unit price will govern.

36.3. Condition and Packaging

It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

36.4. Safety Standards

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standard there under.

36.5. Underwriter's Laboratories

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry UL re-examination listing where such has been established.

36.6. Invoicing and Payment

The contractor/vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order and the contractor/vendor's Federal Employer Identification Number. An original copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

36.6.1. **Payments Based on Percentage Markup**

Bids that are awarded and which include or provide for a percentage markup on goods purchased will require the vendor/contractor to submit the wholesale invoice with the vendors/contractors invoice and which include or provide a list of goods purchased in order to verify the correct markup percentage was applied.

36.7. **Additional Quantities**

For a period not exceeding one (1) year, unless otherwise stated in the scope of work, from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities at the same unit price. If additional quantities are not acceptable, the bid sheets must be noted "Bid is for specified quantity only".

36.7.1. **Additional Quantities-Lump Sum and Unit Pricing Contracts**

The CITY and contractor/vendor may add additional work items to the contract at any time, provided a fair and reasonable not to exceed, lump sum or unit cost can be agreed upon by both parties unless otherwise specified in the specifications or scope of work.

36.7.2. **Additional Scope of Work**

The CITY may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The CITY may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the CITY may solicit separate solicitations to satisfy them.

36.8. **Additional Terms and Conditions**

Additional Terms and Conditions may be listed in the items listed in Section 2 otherwise no additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are applicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bid form attest to this.

36.9. **Advertising**

In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.

36.10. **Assignment**

Any purchase order issued pursuant to this bid invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

36.11. **Contract Term**

Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be one (1) year with two (2) one (1) year renewals for a total of three (3) years.

37. LOCAL PREFERENCE AND TIE BREAKERS

Note: Local preferences do not apply to Local Agency Program, Federal Funded projects, where prohibited by grant funding.

PLEASE READ CAREFULLY

37.1. **Definitions:**

City - Local city business means the vendor has (i) a valid Local Business Tax Receipt, issued by the City of Sarasota at least one year prior to a bid or proposal submission, to do business within the City

of Sarasota that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within the City of Sarasota from which the vendor is operating or performing its business, and at which it maintains full-time employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes, including but not necessarily limited to social security and Medicare.

County - Local county business means the vendor has (i) a valid Local Business Tax Receipt, issued by Sarasota County at least one year prior to a bid or proposal submission, to do business within Sarasota County that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within Sarasota County from which the vendor is operating or performing its business, and at which it maintains full-time employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes, including but not necessarily limited to social security and medicare.

Non-local - Non-local business means any vendor that does not meet either the definition of local city business or local county business.

37.1.1. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

37.1.2. In order to be eligible for local preference, the vendor must provide a copy of the occupational license/Business Tax Receipt

37.1.3. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City will lose the privilege to claim local preference status for a period of two (2) years.

37.2. **Competitive bid.** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. Under a competitive bid solicitation, when a responsible and responsive non-local business submits the lowest price bid, and the lowest bid submitted by a responsible and responsive local city business is within five-percent (5%) of the lowest bid, then the lowest bidding local city business shall have the opportunity to submit an offer to match the price submitted by the lowest non-local business bidder. In such instances, staff shall first verify if the lowest non-local business bidder and the lowest local city business are in fact responsible and responsive bidders. If the lowest local city business bidder submits an offer that matches or is lower than the lowest bid submitted, and the two vendors are similarly responsible and responsive bidders, then the award shall be made to such local city business. If the lowest local city business bidder declines or is unable to match the lowest bid, then the option to do so moves to the next local city business if such business's bid is within five percent (5%) of the lowest bid, and it is a similarly responsible and responsive bidder. At such time as there is no local city business within five percent (5%) of the lowest bid, the option to match the lowest bid shall go to the lowest bidding local county business, if such bid is within two-percent (2%) of the lowest bid, and it is a similarly responsible and responsive bidder. If the lowest local county business bidder declines or is unable to match the lowest bid, then the option to do so moves to the next local county business if such business's bid is within two percent (2%) of the lowest bid, and it is a similarly responsible and responsive bidder.

37.3. **Ties**

In the event of any tie (either in the best and final bid price under a bid process), after the above listed preferences are calculated, the following will take effect:

37.3.1. Between a local city or county business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local city or county business.

37.3.2. In the event of any tie between a local city business and a local county business, the local city business shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

37.3.3. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, the local vendor with the greatest number of full-time employees (full-time employee as defined in City of Sarasota Procurement Ordinance

12-5009) working in the City of Sarasota or Sarasota County respectively, shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

37.3.4. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, and has the same number of full time employees the local vendor with a Drug Free Work Place program in accordance with Section 287.087, Florida State Statutes, shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

37.3.5. Preference must be given to vendors submitting a certification with their bid proposal certifying they have a drug-free work place in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

37.3.5.1. Preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

37.3.5.2. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

37.3.5.3. Inform employees about the dangers of drug abuse in the work place, the business policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

37.3.5.4. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section 37.3.5.2.

37.3.5.5. In the statement specified in section 37.3.5.2, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

37.3.5.6. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

37.3.5.7. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

37.3.6. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, and has the same number of full time employees and the local vendor has a Drug Free Work Place program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable

37.4. **Local Hiring**

The City of Sarasota local hiring initiatives do apply to the awarded bidder(s). The City of Sarasota encourages all Contractors/Vendors to hire local residents for all bids, quotes, proposals, and solicitations within the Sarasota area. Suncoast Workforce will assist the company awarded the bid

with these efforts. Please be aware it is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ local residents before any other person, when hiring additional employees needed to complete proposed work to be performed.

Suncoast Workforce Board Inc.
DBA Career Source Suncoast
3660 N. Washington Blvd.
Sarasota, FL 34234
Phone: 941.358.4200
Fax: 941.358.2820

38. MINORITY BUSINESS ENTERPRISE POLICY

The City Commission has established a Minority Business Enterprise (M.B.E.) Utilization Plan, Resolution No. O1R-1377, (Adopted August 6, 2001), whereby the CITY will assist in the development of opportunities for M.B.E.'s through the use of commodities, goods and services obtainable from M.B.E.'s, in conjunction with the award of this contract. Each bidder shall undertake to achieve a goal to place a portion of the total amount bid, as per the goals established in Florida Statutes 287.9451(4)(n) with one or more M.B.E.'s, including suppliers of materials, goods as well as services. The bidders shall document and include with their bid documents the full name and address of the M.B.E.'s, along with a description of the services, supplies, materials or goods and the allocation of the cost of the same as it relates to each M.B.E. utilized. Changes from those M.B.E.'s submitted with the bid will be subject to the approval of the CITY. All M.B.E.'s shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by state wide and inter-local agreement certification, as provided for by Section 287.0943(1), Florida Statutes.

The values are:

25% of the moneys actually expended for architectural and engineering contracts
24% of the moneys actually expended for commodities
50.5% of the moneys actually expended for contractual services
21% for construction contracts

- 38.1. A State of Florida M.B.E. Certificate or inter-local agreement M.B.E. Certificate from an agency having an inter-local agreement with the State of Florida must accompany the bid submission.
 - 38.1.1. As used in this section, Small Business, Minority Enterprise, Minority Person and Certified Minority Business Enterprise shall have the same meaning as those words are defined in Section 288.703, Florida Statutes, as amended.
 - 38.1.2. If a bidder does not allocate a portion of the total amount bid with a certified M.B.E., the bidder shall justify, in writing as part of his bid, the reasons why the contractor/vendor was unable to meet the M.B.E. participation goal. Adequate justification may include, but is not limited to, the bidder being unable to find a M.B.E. possessing the required experience or licensing in order to provide the necessary subcontractor or materialman's services, the bidder's inability to find any M.B.E. within a specific trade or business, or the contractor performing 100% of the work without using a subcontractor.

38.1.3. Any bidder who fails to comply with the requirements of this M.B.E. utilization plan may have his bid declared non-responsive. Should any bidder who is awarded this contract falsely represent to the CITY that it has complied with the requirements of this plan, and if it is subsequently determined by the City Manager that said contractor/vendor has not complied with this plan, as represented, the City Manager may terminate the subject contract under the provisions of the contract relating to a breach of contract by the contractor/vendor. Alternatively, the City Manager may elect to fulfill the terms of the contract but refuse to accept future bids from the contractor/vendor on the basis that the contractor/vendor is not a **responsible** contractor/vendor for City of Sarasota bidding purposes. The Internet address below is for the State of Florida Office of Supplier Diversity. This State office can provide you with an online directory of all state certified minority business enterprises. Vendors appearing on this website will be accepted by the CITY as certified minority business enterprises. The required certificate as per the specifications should accompany your submission.

38.2. Information for the Office of Supplier Diversity.

Internet Address: <http://vendorstrator.dms.myflorida.com/directory>
Phone: (850) 922-6852

39. DIRECT PURCHASE

39.1. The CITY reserves the right, at the CITY's option, to direct purchase materials, equipment, and furnishings involved in the project, including subcontracts, if any in accordance with Florida Statute 212.08(6) and Florida Department of Revenue Rule 12A-1.094. The selected contractor/vendor, and all subcontractors, if any, shall comply with the CITY's direct purchase procedures, including but not limited to those listed below.

39.1.1. Within 15 days of the posted date of the Notice of Bid Action, the selected contractor/vendor shall submit a list of potential Direct Purchase items for the CITY's consideration. The intent is for single items or large quantities of single items of approximately \$5,000.00 or more to be considered for Direct Purchases. The parties acknowledge that City may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.

39.1.2. Along with the list, the contractor/vendor shall also include the price quotes from the suppliers from the bid, including any terms and conditions negotiated with the suppliers. The contractor/vendor is **responsible** for selecting the supplier, specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications. In the event the CITY determines to make any Direct Purchase of material and/or equipment for the Project, the Direct Purchase will be authorized by a deductive change to the agreement. The deductive change for the Direct Purchase shall reduce the contract amount otherwise due from the CITY to the contractor/vendor by the cost to be paid by the CITY for the material and/or equipment to be directly purchased by the City and by the sales tax saved by the CITY directly purchasing the material and/or equipment. The contractor/vendor retains all responsibility for an acceptable finished product and is **responsible** for maintaining the project schedule. The CITY's **Direct Purchase** mechanism to effectuate tax savings in no way effects the obligation of the contractor/vendor to meet all of the terms and conditions and all provisions and technical specifications of the bid and resultant contract document. The Contractor/vendor shall be **responsible** for insuring all materials and items in his care, custody and control regardless of whether directly purchased by the CITY or not. The materials directly purchased by the CITY for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract.

- 39.1.3. The Direct Purchase items selected, and upon request of an order by the contractor/vendor, the Purchasing Department will issue a Direct Purchase order to the contractor/vendor's or subcontractor's source at the price proposed in the subcontractor's or contractor/vendor's bid, less sales tax. The CITY reserves the option to issue the Direct Purchase orders to the CITY's annual contract vendors or State contract vendors for comparable or lower prices, but will subtract from the contract the price shown on the subcontractor/vendor's or contractor/vendor's bid. For construction management projects, items for Direct Purchase will be identified by or before the construction documents phase.
- 39.1.4. It will be the contractor/vendor's sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the item as ordered and at the time and place needed by the Contractor/vendor.
- 39.1.5. The contractor/vendor shall take delivery, unload, store and install the materials and equipment purchased on the direct purchase order in accordance with the bid, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the CITY, until such time as the scope of work by the contractor/vendor has been completed and accepted by the CITY. The contractor/vendor will be **responsible** for undertaking and completing any returns of direct purchase materials or equipment, and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment. The contractor/vendor will coordinate corrective action. Any returns not replaced shall be credited to the CITY and acknowledged by a supplement to the direct purchase order and amendment to the contractor/vendor's application for payment. The Contractor/vendor shall not be **responsible** for warranting the materials and equipment to the CITY, however, the contractor/vendor shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by direct purchase order by the CITY. The contractor/vendor shall maintain records of all direct purchases received and incorporated into the work and provide the CITY with a monthly accounting.
- 39.1.6. When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the contractor/vendor will immediately submit to the CITY the invoice and documentation supporting the goods received. Invoices for direct purchase orders will be sent by the direct purchase vendor to the contractor/vendor. The contractor/vendor will verify delivery and sign the invoice and associated documentation supporting the amount of the payment. Payment will be made by check mailed to the direct purchase vendor as of the next available check run of the CITY. The contractor/vendor will assist the CITY in assuring prompt payment by supplying the supplier's FEI numbers, addresses, phone numbers, etc.

40. PERMITS, FEES, LICENSING, AND MOBILIZATION

- 40.1. The contractor/vendor shall obtain all necessary permits and pay for same prior to commencement of work. The cost of such permits shall be included within the base bid, unless otherwise provided for in the bid forms or specifications. The contractor/vendor must have all license and certifications as required by Federal, State, City, County, or special agencies (i.e. FAA, FTA, EPA, DOT, etc...). Permit cost may be calculate by going to the City of Sarasota Neighborhood and Development Services (NDS) website at http://www.egovlink.com/public_documents300/sarasota/published_documents/Building/FEE%20SCHEDULE.pdf
- 40.2. **Mobilization Fees (Construction Only)**
- 40.2.1. Mobilization shall consist of preparatory work and operations including, but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of the CONTRACTOR'S field office and other facilities necessary for work on the project; fees for bonds and insurance; and for all other work and operations

including submittals and obtaining construction permits, which must be performed prior to beginning work on the various items.

40.2.2. Payment for mobilization, demobilization, and survey shall not exceed 10 percent (10%) of the total Contract cost unless the Contractor can prove to the City that his actual mobilization, demobilization, and survey costs exceeds 10 percent (10%).

40.2.3. **Continuing Services Contracts.** Measurement: The lump sum price for mobilization shall be based on **each task order** and shall not exceed five percent (5%) of the total of all other items bid (excluding this item). The CONTRACTOR shall provide a breakdown of the lump sum bid for mobilization. The schedule of values shall identify items of preparatory work and operations with the corresponding cost per item.

41. CONFLICT OF INTEREST

41.1. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Sarasota or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

41.2. Bids Submitted by Members of Advisory Boards of the City of Sarasota

41.2.1. Section 112.313(7), Florida Statutes (1989), prohibits an advisory board member from holding any employment or contractual relationship with any business entity, which is doing business with the CITY.

41.2.2. Section 112.313(12), Florida Statutes (1989), provides that an advisory board member will not be in violation of the prohibition in Section 112.313(7), Florida Statutes (1989), if:

41.2.2.1. The bid is awarded under a system of sealed, competitive bidding to the lowest **responsive and responsible** bidder. In addition, the advisory board member is required prior to or at the time of the submissions of the bid, file a statement with the Supervisor of Elections of Sarasota County, disclosing their interest and the nature of the intended business. The form, which should be used, is entitled "Form 3A Interest in Competitive Bid for Public Business," a copy of this form has been provided in the forms section of this bid, (Form# 2, Form 3A Interest in Competitive Bids) or you may contact the City of Sarasota Purchasing Division.

41.2.2.2. The advisory board member, their spouse or child is required to have in no way used or attempted to use their influence to persuade the CITY or any of its personnel to enter into such a contract other than by the mere submission of the bid.

41.2.2.3. The advisory board member, their spouse or child is required to have in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder."

41.2.3. All of the three- (3) above conditions are required to be satisfied in accordance with the Florida Statutes. The filing of the disclosure form with the Supervisor of Elections of Sarasota County is the sole responsibility of the bidder and must be filed prior to or at the time of submission of the bid. A copy of the completed disclosure form shall be submitted to the Manager of the Purchasing Department prior to or at the time of submission of the bid. Failure of the bidder to comply with the provisions of this paragraph may result in the rejection of the bid.

41.3. Non-government Conflicts

41.3.1. (a) A proposer shall not submit a response or enter into a contract with the City of Sarasota if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:

- 41.3.1.1. (1) The proposer's contract with another customer or entity will be adverse to the interest of the City of Sarasota; or
 - 41.3.1.2. (2) There is a significant risk that the interest of the City of Sarasota will be materially impacted by the proposer's responsibilities to a current customer or entity, a former customer or entity or any other third party.
 - 41.3.1.3. (3) When a proposal is submitted pursuant to the CCNA, the conflict of interest standards set forth in the National Society of Professional Engineers Code Part II, Rules of Practices related to engineering services; the Code of Ethics - The American Institute of Architects and the NCARB - National Council of Architectural Registration Boards Code of Ethics related to architectural services shall each be applicable in determining whether a conflict of interest exists.
- 41.3.2. (b) Notwithstanding the existence of a conflict of interest under paragraph (a), a proposer may submit a proposal and enter into a contract with the City of Sarasota if:
- 41.3.2.1. (1) The proposer reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;
 - 41.3.2.2. (2) The conflict of interest is not prohibited by law and;
 - 41.3.2.3. (3) The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the proposer in the same project or other proceeding involving State or Federal agencies; and
 - 41.3.2.4. (4) Each affected customer or entity gives informed consent, confirmed in writing by the Purchasing General Manager.
- 41.3.3. (c) It shall be the sole responsibility of the Purchasing General Manager to determine if the criteria applicable to a conflict of interest or exception from same have been met.

42. INSPECTION, ACCEPTANCE AND TITLE

- 42.1. Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
- 42.1.1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - 42.1.2. Report damage (visible and concealed) to carrier and contract supplier, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - 42.1.3. Retain the item and its shipping container, including inner packing material, until the carrier and disposition given by the contract supplier perform inspection.
 - 42.1.4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
 - 42.1.5. The contractor/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the City Manager.
 - 42.1.6. All remedies therein before and therein conferred on the City shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

43. LIQUIDATED DAMAGES, PENALTIES, AND NON CONFORMANCE TO CONTRACT

43.1. Liquidated Damages (Construction)

Liquidated damages will be assessed to the contractor/vendor for each consecutive calendar day completion of the project or work is delayed. Liquidated damage is specified in the scope of work or specification.

43.2. **Products and Supplies Validation**

Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services or by others acceptable to the City of Sarasota. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor/vendor. Any violation of these stipulations may also result in:

The City of Sarasota discontinuing purchases or services from the Contractor/Vendor.

All City departments being advised not to do business with the supplier without written approval from the Purchasing Division until such time as supplier reimburses the CITY of all procurement and cover costs.

43.3. **Non-Conformance to Contract (Non-construction)**

If the awarded contractor/vendor is not fulfilling the terms of the bid, to include delivery date, the City of Sarasota will initiate the following procedures:

First Notice: Written warning describing unsatisfactory work rendered or non-performance of term of the bid. The contractor/vendor will be given 10 working days to respond to this notice.

Second Notice: Issuance of a second written notice after ten-business day will assess the contractor/vendor a \$100.00 penalty fee per day for unsatisfactory work, non-delivery, or non-performance of contract. The fee will not be charged if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.

43.4. **Attorney's Fees**

Should it become necessary for the City to bring any action against the successful proposer to enforce any of the covenants, provisions or conditions of the agreement, the successful proposer will pay all costs attendant thereto, including reasonable attorney's fees to the attorney.

44. COMPLETION OF WORK OR PROJECT

The contractor/vendor will complete all work or services for the contract price and within the contract time of number of calendar days specified per approved Work Order/ Purchase Order for all work (except warranty items) in accordance with the contract documents. The number of completion days may be specified in the scope of work, specifications or the bid form. For continuing services contract all task orders will be complete within 30 days of the date the purchase order is approved or by the date and/or number days specified in the task order scope. The estimated completion days or date may also be documented on the purchase order.

45. AWARDS

45.1. The City of Sarasota, Florida, reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The CITY reserves the right to reject any and all bids or to

waive any minor irregularity or technicality in the bids received. Award will be made to the lowest **responsible** and **responsive** bidder(s) within the category chosen for basis of award, taking into account Local Preference guidelines.

- 45.2. The CITY reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Purchasing General Manager.
- 45.3. Award of Contract, if made; will be to the lowest **responsible** and **responsive** bidder(s), taking into account Local Preference guidelines. In reviewing bids submitted, the CITY shall take into consideration, when determining the lowest **responsible** and **responsive** bidder(s), the extent of compliance by each bidder with the requirements of the Minority Business Enterprise Utilization Plan.
- 45.4. In respect to the bids, the CITY shall make such recommendations to the City Commission, if applicable, as they shall deem proper, at the earliest practicable meeting of the City Commission. The City Commission shall elect to reject all bids, accept the bid of the lowest **responsible** and **responsive** bidder, or re advertise the project for new bids. In the event the lowest **responsible** and **responsive** bid for a project exceeds the available funds, the CITY, may negotiate an adjustment of the bid price with the lowest **responsible** and **responsive** bidder, in order to bring the total cost of the project within the amount of available funds.
- 45.5. If alternates are included in the bid sheets, bid will be awarded based on unit pricing of the base bid.

46. PAYMENTS, RETAINAGE, SUB-CONTRACTORS,

- 46.1. Partial payments for each calendar month may be made to the contractor/vendor by the CITY of Sarasota upon basis of a duly certified approved estimate (construction) or invoice of the work performed and materials furnished by the contractor/vendor during the preceding calendar month.
- 46.2. **Retainage (Construction only)**
 - 46.2.1. The City of Sarasota will retain no less than ten percent (10%) of the amount of each partial payment until 50-percent completion and acceptance of all work covered by this contract. Upon request, the CITY will reduce the retainage after fifty percent (50%) of the work has been completed to five percent (5%), as approved by the Purchasing General Manager. No partial payment shall be construed to be accepted by the CITY of any portion of the work under this contract. Requests for payment shall be submitted on the forms supplied by the Department Director or standard AIA forms. They will approve or deny the request for payment within fifteen (15) days of receipt. If denied, they shall state the reasons thereof and indicate what corrective action is needed. Payment shall be due thirty (30) days from the date of the pay application, provided it is correct. The CITY will endeavor to have all required signatures within those 30 days.
- 46.3. **Certification of Payment to Sub-Contractors (Constructions Only)**
 - 46.3.1. Prior to receipt of any partial payment, the prime contractor/vendor shall certify that all sub-contractors having an interest in the contract have received their pro rata share of previous partial payments to the prime contractor/vendor for all work completed, and materials furnished in the previous period. This certification shall be in the form designated by the CITY. The term "sub-contractor", as used herein shall also include persons or firms furnishing materials or equipment for the project, for which partial payment has been made by the CITY and work done under equipment-rental agreements.
 - 46.3.2. The CITY shall not make any partial payments after the initial partial payment until the contractor/vendor provides said certification, unless the contractor/vendor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the CITY and the affected sub-contractors and suppliers.

- 46.3.3. Within ten (10) days of any payment by contractor/vendor to any M.B.E. sub-contractor, the contractor/vendor shall obtain from the M.B.E., an executed sworn M.B.E. payment certification form and submit the form with relevant invoices from the M.B.E. to the Department Director.
- 46.3.4. Failure on the part of the M.B.E. sub-contractor to sign the M.B.E. payment certification form and forward the form to the contractor/vendor immediately upon receipt of payment shall be grounds to suspend the M.B.E.'s certification.
- 46.3.5. Within 30 days of receipt of the initial partial payment or any other payments received thereafter except the final payment, the contractor/vendor shall pay all sub-contractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor/vendor demonstrates good cause for not making any said required payment and furnishes written notification of any such good cause to both the CITY and the affected sub-contractors or suppliers within said 30-day period.
- 46.3.6. Failure on the part of the contractor/vendor to furnish M.B.E. payment forms covering all payments made to M.B.E. sub-contractors, within thirty (30) days after contractor/vendor receives final partial payment, will be considered a sufficient grounds for the City Manager to terminate the contract under the provisions of the contract relating to a breach of contract by the contractor/vendor.
- 46.3.7. The successful bidder shall submit prior to contract executions, the name and address of each subcontractor to whom the bidder proposes to subcontract a portion of the work, and shall list each subcontractor, licensed by the State of Florida, proposed by the bidder, to specially fabricate and install any portion of the work. Said list shall include a description of the portion of the work, which will be done by each subcontractor. A form (Form# 13) for listing the subcontractors as required is attached and is required to be returned with the bid.
- 46.4. **Final Estimate and Payment**
When the work has been completely performed by the contractor/vendor and approved by the Department Director, the unpaid balance for completed work of the contract, less any sums that may be deducted or retained (construction only) under the provisions of the contract, will be paid to the contractor/vendor within thirty (30) days of the said date of approval.
- 46.5. **Affidavit of Claims (constructions only)**
The contractor/vendor shall have furnished to the CITY a sworn affidavit to the effect that all claims of whatever nature incurred on the work have been paid and that no suits are pending in connection with the work done under this contract, and also providing that the contractor/vendor shall include a certificate from the Department Director stating that the work performed is satisfactory.
- 46.6. **As-built (read line) Drawings (constructions only)**
Contractor/Vendor is responsible for providing completed as-built (red line) drawings for specified projects in a City specified form and format whether it is a fixed project or a project completed under a continuing services contract task order. This task shall be completed at no additional cost to the City. Failure to provide such drawings within ninety (90) calendar days of the project's substantial completion may result in final payments, in an amount not less than ten (10) percent of the final total contract amount, being withheld until such drawings are provided to and approved by the City.

47. SAMPLES

Samples of items when called for must be furnished free of expense on or before bid opening time and date, and, if not destroyed, may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the City of Sarasota shall dispose of the commodities.

48. PREFERABLE PRODUCTS

48.1. Environmentally Preferable Products

The City of Sarasota is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products and services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

48.2. Buy America

The City of Sarasota is committed to the procurement of products and services that are produced or manufactured in America. We encourage all contractor/vendors to buy American made materials and products.

49. SCRUTINIZED COMPANIES

49.1. Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

49.2. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Form #5A is provided for the bidder's convenience.

50. WORKING HOURS

50.1. **Construction Hours.** Work hours will be in accordance with City of Sarasota Ordinance 03-4416 unless otherwise stated in the scope of work or technical specifications. Construction, drilling, repair, alteration, demolition, land clearing or landfilling operations between the hours of 6:00 a.m. and 9:00 p.m. on weekdays or between 9:00 a.m. and 9:00 p.m. on weekends or holidays for which all required permits have been issued, provided that the equipment involved is operated in accord with the manufacturer's specifications and with all manufacturer's sound-reducing equipment in use and in proper operating condition.

51. CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

51.1. This statute requires any public agency (which includes municipalities) to; in addition to other contract requirements provided by law, include a provision in each contract for services that requires the contractor to comply with the public records laws. Specifically, the contract must require the contractor to:

51.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

51.1.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- 51.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 51.1.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

52. USE OF CITY PROPERTY AS STAGING AREA

- 52.1. City property may be used during a project for a staging area. The vendor will be required to negotiate a separate agreement for use of this property. The staging agreement will be considered part of the project contract for the purpose of default. If the vendor fails to restore the property to its original status or meet other conditions as required by the staging contract, then the project retainage and/or balances due the contractor may be withheld until the terms of the staging contract are met. In addition, the contractor will provide a separate certificate of insurance naming the City of Sarasota as an additional insured. The project name and number that the staging contract is associated with must be listed in the remarks section of the certificate of insurance.

53. EMERGENCY SERVICES

- 53.1. Contractors/Vendor shall have contingency plans to ensure that Services continue during emergency periods such as, but not limited to, major equipment breakdown, severe weather conditions, power outages and traffic disruptions. Indicate your continuity of operation plan for ensuring services during emergencies. Contractor/Vendor shall acknowledge this on Form #1. If the contractor/vendor is unable to provide emergency services, this may be waived at the sole discretion of the Purchasing General Manager. Emergency Services may be negotiated as separate pricing.

IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**PAMELA M. NADALINI, CITY AUDITOR AND CLERK
PAMELA.NADALINI@SARASOTAGOV.COM
(941) 954-4160
1565 FIRST STREET
SARASOTA, FL 34236**

Forms Sections

Part I – Required Forms

Part II – Construction Forms

Part III – Post Bid Forms

Part IV – Samples and Examples

Vendors/Contractors that omit required forms fail to complete them per instructions may be considered for disqualification.

Sample Only

Part I Forms – Required Forms

These forms are required and should be submitted with all bids. If it is determined that forms in this section are not applicable to your company then you should return the form with your bid and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your bid package.

Form# 1 – Bid Form (2 pages)

This is a mandatory form that must be returned with your bid package. All information must match the company information as it is listed on the Florida Department of State Division of Corporations – <http://www.sunbiz.org>. All signatures must be by an authorized company representative.

Form# 1A – Statement of No Response Form (1 page)

This is an optional form. Vendors and contractors may submit this form if they have decided not to submit a response to the bid or proposal. Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your firm for being able to participate in the protest of this bid or proposal in accordance with the City of Sarasota Procurement Ordinance 12-5009.

Form# 2 – Form 3A Interest in Competitive Bid for Public Business (1 page)

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

Form# 3 – Non-Collusive Form (1 page)

Each bidder shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid form.

Form # 4 – Public Entity Crimes (2 pages)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form# 4A – Negligence or Breach of Contract Disclosure Form (1 page)

Required Form. The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation write “None” on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put “See Attached Listing” in the blocks where you would normally have put none.

Form# 5 – Drug Free Workplace Certification (1 page)

Self-explanatory. Required Form. The form may be use as part of a tiebreaker for identical bids. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you bid package. If your company has a Program, sign and return the form.

Form# 5A – Scrutinized Companies Certification (1 page)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form# 6 – Local Vendor Certification (1 page)

Self explanatory. Required Form. This form is required for the application of preferences as stated in Section 36 of the Terms and Conditions. If your company does not qualify under Section 36, mark the form N/A and return it with your bid package.

Form# 6B – Local Vendor Certification (Statistics (1 page))

Self explanatory. Required Form. This form is used to track statistical information on employees hired in the local area.

Form# 7 – Minority Business Enterprise Utilization Plan (1 page)

Self explanatory. Required Form.

Form# 8 – Contractor/Vendor References (1 page)

This form is used in conjunction with Form#9. It must be completed in its entirety.

Form# 9 – Reference Survey (1 page)

Provide this form to a minimum of three of the four references listed on Form# 8. The references will need to return this forms to the buyer listed on the form. This form will not be turned in with the bid package. However, the apparent responsible/responsive low bidder at the time of the bid announcement will be asked to have 3 of the references from Form #8 submit this form to the buyer before a Notice of Bid Action to your company is posted to DemandStar. A contract cannot be completed until three of the surveys are returned.

Instructions for Form #9

1. Complete “Section 1” prior to providing form #9 to references. This is the reference’s information **not** the bidder’s information.
2. In the “Subject” block enter the name of the project the bidder completed for that reference.
3. Section 2 is the name of the bidder.
4. The reference should complete Section 3 and return directly to the City of Sarasota.
5. Form#9 should not be returned by bidder. A minimum of 3 reference responses must be returned. **Failure to obtain reference surveys may make your company non-responsive.**
6. Section 4 is for the reference to print and sign name.

Form# 10 – Bid Label (1 page)

Self explanatory. Required Form.

City of Sarasota
Bid Form

Company Name: _____

Date Submitted _____ Bid Opening Date: _____

PROJECT IDENTIFICATION: BID # _____

BID NAME: _____

COMPANY NAME: _____

NAME & TITLE: _____

(TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE _____

ADDRESS: SAME AS PHYSICAL _____

Address must match Sunbiz _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that: Bidder has examined copies of all the ITB Documents and of the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

City of Sarasota, Sarasota, Florida

In the event of an emergency, Vendor will provide priority service for the City of Sarasota.

CONTINUITY OF OPERATION DURING EMERGENCY? YES NO

The undersigned, as Bidder, hereby declares that no person or other persons other than the undersigned are interested in this Invitation To Bid as Principal, and that this Bid is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications for said service for the prices as listed on the previous pages.

Tax Payer Identification Number: _____

(1) Employer Identification Number -or- (2) Social Security Number:

** The City of Sarasota collects your social security number for tax reporting purposes

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.

Where Bidder is a Corporation, add: _____ Authorized Bidder: _____

Company Name: (Name printed or typed)

Bidder: (Name printed or typed)

(Seal)

Authorized Signature of Bidder Title

Attest:

Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website: www.sunbiz.org

Form#1 – Bid Form

Company Submitting Bid: _____

The successful bidder shall be responsible for furnishing and delivering to the City of Sarasota requesting Department commodity, services, or construction services as specified in the Scope of Work as per specifications. There may be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the City and the vendor at the time of the extension or renewal.

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>	<i>QTY</i>	<i>Total Cost</i>
	Grand Total				

Amount Written _____

Bidder/Proposers Name _____

STATEMENT OF NO RESPONSE

If you do not intend to submit a bid or proposal on this requirement, please complete and return this form by the bid or proposal opening deadline to the:

**City of Sarasota Purchasing Division
1565 1st Street Room 205
Sarasota, Florida 34236**

This form may be faxed to (941) 954-4157.

Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your firm for being able to participate in the protest of this bid or proposal in accordance with the City of Sarasota Procurement Ordinance 12-5009.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid or Request for Proposal
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name	Position
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		

b. The realty, goods and/or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? ___ Yes ___ No if so, how often? _____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed
<u>FILING INSTRUCTIONS</u>		
If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.		
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.		

Form# 3 – Non-collusive Affidavit

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of _____

County of _____

_____, being first duly sworn, deposes and says that they are

_____, the party making the fore-going solicitation

(Partner or officer of the firm, etc.)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Sarasota of any person interested in the proposed contract; and that all statements in said solicitation are true.

*(Contractor/Vendor, if the Contractor/vendor is an individual;
Partner, if the Contractor/vendor is a partnership;
Officer, if the Contractor/vendor is a corporation)*

(Company Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by

_____ *(name and title of corporate officer)* of _____

(name of corporation), a _____ *(state or place of incorporation)* corporation, on behalf of the

corporation. He/she is personally known to me or has produced _____ *(type of identification)* as

identification.

(Signature line for notary public)

(Name of notary typed, printed or stamped)

(Title or rank)

My commission expires:

(Serial number, if any)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to City of Sarasota
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name				
2.	Type of Incident	Place an X in the appropriate block.	Alleged Negligence		Breach of Contract
3.	Date of Incident				
4.	Who Took Action Against Your Company? (Include name, state, and City.)				
5.	What was the initial circumstance for this action?				
6.	What was the final outcome of this action?				

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write ‘NONE’ on the page and return it with the company name completed.

Page Number: of

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR VENDOR NAME

AUTHORIZED SIGNATURE

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: _____

Respondent's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name and Title: _____

LOCAL VENDOR CERTIFICATION

To qualify as a local vendor you must meet the criteria in Section 36 of the Terms and Conditions. For details you may refer to City of Sarasota Ordinance 12-5009.

Check the appropriate box: **City Vendor** **County**

Business Name:	
*Physical Address:	
Previous Address: (if less than 1 year)	
Length of time at address:	
Number of full-time employees:	
*Occupational License (attach)	
Email	

Signature of Authorized Representative Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(Signature line for notary public) Seal:

- ***Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.***
- ***In order to be eligible for local preference, the vendor must provide a copy of the occupational license/Business Tax Receipt.***

Please return this page, due no later than the deadline for the Bid opening, to

***Purchasing Manager
City of Sarasota
1565 1st Stree, Room 205
Sarasota, FL 34236.***

Employees:

City Residents: the employee’s residence is located within the City of Sarasota City limits

County Residents: the employee’s residence is located within Sarasota County, but outside the City of Sarasota City limits.

Non-Local Residents: the employee’s residence is located outside Sarasota County

Full-time Employees: The employee works greater than 30 hours per week or greater than 1560 hours per year.

Part-time Employees: The employee works less than 30 hours per week or less than 1560 hours per year.

Expected New Hire Employees: Employees expected to be hired to complete the work specified in this proposal.

Employee Residence Statistics:	List number of employees in each category			
	City Residents	County Residents	Non-Local Residents	TOTAL
Current Full-time Employees				
Current Part-time Employees				
Expected New Hire Full-time Employees				
Expected New Hire Part-time Employees				
Sub-Contractor’s Full-time Employees				
Sub-Contractor’s Part-time Employees				

Sample Only

MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN

NOTE: THIS FORM MUST BE SUBMITTED WITH THE BID FORM OR RFP SUBMISSION

Provide a copy of the State of Florida certification for each subcontractor listed certified in accordance with Section 287.0943 or 287.0943(1), Florida Statutes.

Minority Subcontractor	Description of Work/Services/Goods	<u>Allocation of Cost/ Percent of Value</u>
Full name and address		

Sample Only

For this submission please provide:

<input type="checkbox"/>	TOTAL Allocation of Contract Cost	<hr/>
<input type="checkbox"/>	OR TOTAL PERCENT of Contract Value	<hr/>

(Please print or type all information.)

Signature

Company Name

Contractor/Vendor References

Name of Company Submitting bid: _____

References

Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	
Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	
Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	
Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	

Vendor must provide Form# 9, Reference Survey, to a minimum of three of the references listed above. Three of the surveys must be returned to the Purchasing Division before a contract can be completed. Failure to obtain reference surveys may make your company non-responsive.



**CITY OF SARASOTA
PURCHASING DIVISION
RFP REFERENCE SURVEY**

Section 1

FROM:		TO:	
COMPANY:		DATE:	
PHONE #:		TOTAL # PAGES:	1
FAX #:		PHONE #:	941-954-4151
EMAIL:		FAX #:	941-954-4157
EMAIL:		EMAIL:	

SUBJECT: Reference for work completed regarding (Your project name):

Additional Details: _____
 You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Sarasota Project:

Section 2 Company you are providing a reference for: _____

Section 3	Indicate:	“YES” OR “NO”
1. Was the scope of work performed similar in nature?		
2. Did this company have the proper resources and personnel by which to get the job done?		
3. Were any problems encountered with the company’s work performance?		
4. Were any change orders or contract amendments issued, other than owner initiated?		
5. Was the job completed on time?		
6. Was the job completed within budget?		
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
8. If the opportunity were to present itself, would you rehire this company?		

9. Please provide any additional comments pertinent to this company and the work performed for you:

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:

EMAIL: _____
 or **FAX # 941-954-4157**

Section 4

Reference Print Name

**Please do not submit
City of Sarasota Employees
as references.**

Reference Signature:

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”.

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	_____
BID TITLE:	_____
DUE DATE/TIME:	Prior to _____
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>E-mail Address</small>	<small>Contact phone #</small>
DELIVER TO:	City of Sarasota Attn: Purchasing 1565 1st Street, Room 205 Sarasota FL 34236



Sample Only

Part II Forms – Construction Forms

These forms are required for construction projects. They are required to be submitted with the bid package.

Form# 11 – Bid Bond (2 pages)

Required for all construction projects over \$150,000.00.

Form# 12 – Performance and Payment Bond (2 pages) – Post Bid Form.

Required for all construction projects over \$150,000.00. This form only needs to be submitted after award of the bid by the awarded contractor/vendor prior to notice to proceed.

Form# 13 – Subcontractors List (1 page)

Required for construction projects. Please ensure that this form is completed in all columns. If a subcontractor qualifies as an MBE Contractor you must attach the current MBE Certification Certificate.

Form# 14 – Trench Safety (1 page)

Contractor Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.

**STATE OF FLORIDA
COUNTY OF SARASOTA BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and firmly bound unto the Sponsor in the full and just sum of _____ Dollars (\$_____) good and lawful money of the United States of America, to be paid upon demand by Sponsor, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Solicitation, dated _____, 20____, for a Contract entitled:

NOW, THEREFORE, if the Principal shall withdraw said Solicitation prior to the date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Contract with City of Sarasota, Florida, in accordance with the Solicitation as accepted, and give a Performance and Payment Bond with good and sufficient Surety or Sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the principal shall pay the City of Sarasota the difference between the amount specified in said Solicitation and the amount for which the City of Sarasota may procure the required work and/or supplies, provided the latter amount to be in excess of the amount specified in said Solicitation, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the above written parties here executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Sign here if a Partnership or an Individual)

IN THE PRESENCE OF:

_____(SEAL)
Individual Principal

Address

Business Address

_____(SEAL)
Corporate Surety

Address

Business Address

(Sign here if a Corporation)

ATTEST:

Individual Principal

BY: _____
As President

Business Address

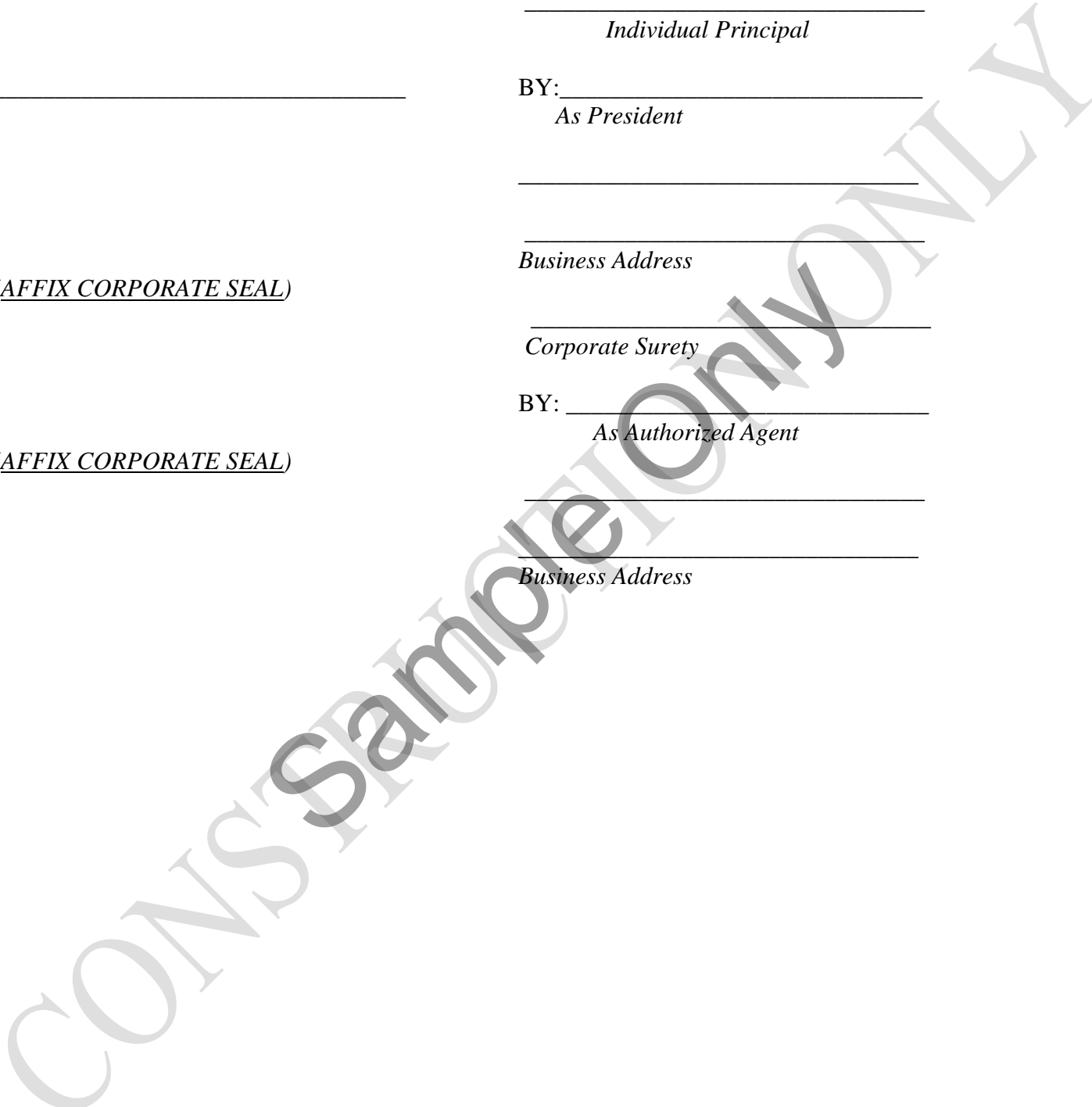
(AFFIX CORPORATE SEAL)

Corporate Surety

BY: _____
As Authorized Agent

(AFFIX CORPORATE SEAL)

Business Address



PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

By this bond, we _____, as Principal and _____,

as Surety, are bound to the City of Sarasota, herein called Owner, in the sum of \$_____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable.

THE CONDITION OF THIS BOND IS that is Principal:

1. Performs this contract dated _____, 2____, between Principal and Owner for the

the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract, and;
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1) Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contact, and;
4. Performs the guarantee of work and materials furnished under this contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

_____ DATED THIS _____ DAY
 By: _____ OF _____, 2____
 Principal
 Title
 Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by
 _____ (name and title of corporate officer) of _____ (name of
 corporation), a _____ (state or place of incorporation) corporation, on behalf of the

Form# 12 – Performance and Payment Bond

corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Signature line for notary public _____

Name of notary typed, printed, or stamped _____

Title or rank _____

Serial number if any _____

My Commission Expires: _____

DATED THIS _____ DAY

Surety

OF _____, 20____

By: _____

Attorney-in-Fact for Surety

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____ by

_____ (name and title of corporate officer) of _____ (name of

corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation.

He/she is personally known to me or has produced _____ (type of identification) as identification.

Signature line for notary public _____

Name of notary typed, printed, or stamped _____

Title or rank _____

Serial number if any _____

My Commission Expires: _____

Contractor/vendor is required to execute and deliver the original copy of this bond to the City of Sarasota and is required to record a copy of the bond in the Public Records of Sarasota County.

SUBCONTRACTORS LIST

Subcontractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified MBE Yes/No	Amount or Percentage of Total Bid

Sample Only

Please include subcontractors name, area of work (i.e. mechanical, electrical, etc..) and a **valid** phone number and email. Also include the dollar value or percentage that the subcontractor will be performing. If subcontractors qualify as MBE contractors, please attach a current certificate.

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ by _____ *(name and title of corporate officer)* of _____ *(name of corporation)*, a _____ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(type of identification)* as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires: _____
_____ *(serial number, if any)*

Part III – Post Bid Forms

These are forms that will be required after the bid is awarded. These forms are included for information purposes and for submittal if your company is awarded the solicitation.

Form# 15 – Contract Agreement (1 page) (Construction Only)

This is the agreement form that will be used once a project is awarded. The contractor/vendors proposals, the original bid specification, including addenda, and scope of work, and any special provision will be included as part of this agreement.

Form# 16 – Certification for Disbursement of Previous Partial Payments (1 page) (Construction Only)

Self explanatory. Required Form.

Form# 17 – Certification for Payment to Minority Business Enterprise (2 pages) (Construction Only)

Self explanatory. Required Form.

Form#18 – Contractor's Final Affidavit and Release of Lien (2 pages) (Construction Only)

Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor, and/or services incident to the completion of said work have been paid in full. Exception must be included and the amount due to the subcontractor or supplier.

Form# 19 – Bid Withdrawal Request

Self explanatory. Required Form

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Sarasota, Florida, a municipal corporation, herein after referred to as City, and _____, a Florida Corporation, with its principal place of business at _____ hereinafter referred to as the Contractor, in the manner following:

WITNESSETH, that for in consideration of the mutual covenants herein contained, running from each of the parties to the other, the parties hereto have agreed as follows:

1. The Contractor hereby expressly covenants and agrees to furnish all necessary labor, materials, equipment, tools, consumables, transportation and incidentals required for the _____, in accordance with the General Provisions, Technical Specifications, and Special Provisions attached hereto and made a part hereof, and in accordance with the Contractor's proposal submitted in connection herewith.
2. The City agrees to pay unto the Contractor after all the above specified work has been fully completed and finally inspected and accepted by the City, and Contractor's statement under oath to the effect that all labor and material suppliers have been paid in full has been furnished, the total contract price of \$ _____, for the complete performance of all covenants made above by the Contractor, subject to additions and deductions by change orders as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF SARASOTA

CITY MAYOR

ATTEST:

CITY AUDITOR AND CLERK / IF APPLICABLE

WITNESSES AS TO CONTRACTOR:

CONTRACTOR:

BY: _____

TITLE: _____

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

CERTIFICATION FOR DISBURSEMENT OF PREVIOUS PARTIAL PAYMENTS TO SUB-CONTRACTORS

Date: _____

To Release Monthly Payment for _____, Prime Contractor for **Bid#** _____, hereby certifies that all Sub-Contractors having an interest in this Contract have received their pro rata share of all previous partial payments made by the City of Sarasota for all work completed and materials and equipment furnished under the Contract. The term "Sub-Contractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the Project which partial payment has been made by the City and work done under equipment-rental agreements.

Contractor
By: _____
Attested by: _____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (*name and title of corporate officer*) of _____, a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (*type of identification*) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

(serial number, if any)

Instructions:

1. Submit this Certification to the Project Manager within ten (10) days after receipt of payment.
2. A separate Certification is required **for each Contract**.
3. To avoid possible delay in payment, certification must be submitted with each request for partial payment after the initial partial payment has been made.
4. In case of a corporation, the certification should be signed by a President or Vice President or if signed by any other individual, the Contractor shall also submit a corporate resolution authorizing that individual to bind the corporation or some other acceptable document certifying that individuals delegated authority.
5. The certification must be attested to by either a notary public or an appropriate corporate officer.



**CERTIFICATION FOR PAYMENT
TO MINORITY BUSINESS ENTERPRISE**

This is to certify that _____
(M.B.E. Contractor/Vendor) received (monthly) or (final) partial payment of \$ _____
on _____ 2 _____ from _____ Prime Contractor/Vendor for

Signed by Official of Prime Contractor/Vendor: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ (name and title of corporate officer) of _____
, a _____ (state or place of incorporation)
corporation, on behalf of the corporation. He/she is personally known to me or has produced
_____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed, or stamped)

(title or rank)

(serial number, if any)

.....
Total Paid this Month \$ _____

Total Previously Paid \$ _____

Total Paid to Date \$ _____

Signed by Official of M.B.E. Contractor/Vendor: _____

STATE OF _____

(Title)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ (name and title of corporate officer) of

_____ (name of corporation), a _____ (state or place of corporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Signature line for notary public _____

Name of notary typed, printed, or stamped _____

Title or rank _____

Serial number if any _____

Due: By the 10th of each month after M.B.E. starts work whether payment is made or not.

Distribution: Original and 1 copy

Note: M.B.E.'s failure to provide this form to the Prime Contractor/Vendor upon receipt of payment is grounds to suspend the M.B.E.'s certification. Non-compliance by the Prime Contractor/Vendor to provide the City with this information will be considered as sufficient grounds for the City Manager to terminate the contract.

Total of all Progress Payments \$ _____

Retainage Withheld - \$ _____

Bond Withheld - \$ _____

Amount of Utilization Schedule - \$ _____

Overrun (+) - \$ _____

(*) Under-run (-) - \$ _____

(*) Includes comments explaining all under-runs.

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF _____ }

COUNTY OF _____ }

BEFORE ME the undersigned authority personally appeared _____ who after being by me first sworn, deposes and says that:

1. He/she is _____ of _____ doing business in the State of Florida, hereinafter called Contractor.
(Title of Officer) *(Contractor/Vendor Name)*

2. Contractor pursuant to Contract dated _____, 2_____, hereinafter referred to as Contract, with the City of Sarasota, Florida, hereinafter referred to as City, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.

3. Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor, and/or services incident to the completion of said work have been paid in full except to the following:

<u>NAME</u>	<u>ADDRESS</u>	<u>AMOUNT DUE</u>
-------------	----------------	-------------------

(Write "None" if all persons and firms have been paid in full)

4. The undersigned affiant for and in consideration of final payment to them in the amount of \$ _____, and all other previous payments paid by City to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by City on which improvements have been completed in connection with the aforementioned Contract.

5. The affiant herein does hereby represent that he/she has authority to execute a full and final Release of Lien for and in behalf of the Contractor as set forth above.

6. The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing City to make final disbursement and payment to the Contractor in the amount of \$ _____.

7. This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to City under said applicable laws, affiant expressly agrees to indemnify and save City harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or material men who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned Contract.

(Corporate Seal)

Name of Corporation

ATTEST:
By _____
Affidavit

Title: _____

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of _____ by _____ (name and title of corporate officer) of _____ a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Signature line for notary public _____

Name of notary typed, printed, or stamped _____

Title or rank _____

Serial number if any _____

My Commission Expires: _____

BID FORM WITHDRAWAL REQUEST

Date: _____

Bid Number and Title:

I _____, an authorized signer for
Print Authorized Signer's Name Here

Print Contract/Vendor's Name Here

wish to withdraw my paper bid on the project listed above. Upon withdrawal I authorize my representative, _____ to take possession of our bid.
Type Name of Authorized Representative

Attached is a copy of proper identification (government issued identification) for the purpose of claiming the bid. I understand that if no one is present to take possession of the withdrawn bid, the bid will be disposed of in a proper manner, by the City, twenty-four (24) hours after the bid opening date and time.

Authorized Signature

Part IV – Samples, Examples, and Helps

Sample# 1 – Sunbiz.com Registration

Sample# 2 – Contractor/Vendor Checklist

Sample Only

Detail by Entity Name

Florida Profit Corporation

Óà|cÁ à*^d[!][!àà}

Filing Information

Document Number 61111
FEI/EIN Number 5FFFFFFF
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

ííí NT à Ád^c
 Ý[^!Á[, } ÈWÚCÁJJJJ

Changed 02/11/20FG

Mailing Address

íí5 NT à Ád^c
 MY[^!Á[, } ÈWÚCÁJJJJ

Changed 02/11/20FG

Registered Agent Name & Address

T^ Á^* à c!^áÁE^}c
 11F Ú^* à d àà } ÁJ } àà
 Ú^* à d àà } ÈWÚCÁJJJJ

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

Ú!^•à^} dÁ•c
 511 AVENUE
 Cè ^ d , } ÈWÚCÁJJJJ

Title V

Ú!^•à^} dÁ^g } áÁ
 ííí ÁXÓPWOÁ
 Cè ^ d , } ÈWÚCÁJJJJ



Sample# 2 – Contractor/Vendor Checklist

Contractor/vendor Checklist.

Below is a checklist to help you remember everything your company needs to complete this bid. This checklist is only a guide. The contractor/vendor is still responsible for meeting any requirements that may be omitted on this list, whether by accident or design. All items on this list **may not** be applicable.

QUESTIONS	CHECK MARK- CONFIRMATION
Has the bid been completely filled out <i>on</i> the bid form?	<input type="checkbox"/>
Has the unit price been filled in?	<input type="checkbox"/>
Has the extension been calculated?	<input type="checkbox"/>
Has the delivery date, time, and address been noted?	<input type="checkbox"/>
Have you provided warranty information?	<input type="checkbox"/>
If product, commodity, or equipment deviates from the specifications or Design Guide, have you listed the deviations? (must be an approve alternate)	<input type="checkbox"/>
If descriptive literature has been requested, has it been attached to the bid form?	<input type="checkbox"/>
Has the bid been signed?	<input type="checkbox"/>
Has the bid been submitted in a sealed envelope/box?	<input type="checkbox"/>
Have you completed the requested identification data on the front of the bid envelope and the bid form page of the bid document?	<input type="checkbox"/>
Has Conflict of Interest document been completed?	<input type="checkbox"/>
Bid form	<input type="checkbox"/>
Local preference form	<input type="checkbox"/>
Non collusive affidavit	<input type="checkbox"/>
Form 3a- competitive bid	<input type="checkbox"/>
Copy: related MBE State Certified Businesses	<input type="checkbox"/>
References: contacts & summary commentary	<input type="checkbox"/>
Confirmation of providing special documentation requested specific to project	<input type="checkbox"/>
Confirmation of drug free policy	<input type="checkbox"/>
Confirmation of one original and two copies of bid submittal	<input type="checkbox"/>
Bid bond	<input type="checkbox"/>
Sworn statement public entity crimes	<input type="checkbox"/>
Minority business utilization plan	<input type="checkbox"/>
Trench safety form	<input type="checkbox"/>
Subcontractors listing	<input type="checkbox"/>
Copy: company state registration certificate authorized to do business in Florida (Sunbiz.com)	<input type="checkbox"/>
Confirmation of receipt of all addenda and related construction plans, as applies	<input type="checkbox"/>
Disclosure of confidential & proprietary information not subject to public disclosure and specific reference to state statute authorizing said exemption	<input type="checkbox"/>
Confirmation of number of full time employees at time of bid submission	<input type="checkbox"/>
Have all areas of the bid form and related documents been signed off by an authorized agent of the company and / or witnessed/ notarized where applicable?	<input type="checkbox"/>

**City of Sarasota Purchasing Division
Survey Form (optional)**

Solicitation #: _____ Title: _____

1. How did you hear about this solicitation? (circle all that apply)
 - a. E-gov (City Email System)
 - b. Florida Purchasing Group (Bidnet)
 - c. DemandStar (Onvia)
 - d. Newspaper Advertisement
 - e. Other: Please Specify: _____

2. How did you receive the solicitation package? (circle all that apply)
 - a. Florida Purchasing Group (Bidnet)
 - b. DemandStar (Onvia)
 - c. It was emailed to me.
 - d. I stopped by the Purchasing Division and picked up a copy.
 - e. Other: Please Specify: _____

3. How easy was the solicitation package to understand?
 - a. Very easy to understand.
 - b. Somewhat easy to understand.
 - c. About average.
 - d. Somewhat difficult.
 - e. Very difficult.

4. How would you rate the Purchasing Divisions Service in comparison to other City services?
 - a. Much higher.
 - b. Somewhat higher.
 - c. Same
 - d. Somewhat lower.
 - e. Much lower.

5. How satisfied are you with the following:

Items	Very Unsatisfied	Unsatisfied	Neutral	Satisfied	Very Satisfied
Vendor Service Experience					
Timely Communications					
Professionalism					
Knowledge					
Quality of Service					
Understanding of Vendors needs					
Overall experience					

6. Please help us to improve our solicitation process. What did you like best about your experience with the City of Sarasota solicitation?

7. Please help us to improve our solicitation process. What did you like least about your experience with the City of Sarasota solicitation?

8. Would you like a follow-up phone call about your survey comments? (circle one)

- a. Yes
- b. No

9. If yes, please provide:

- a. Company Name: _____
- b. Contact Name: _____
- c. Phone Number: _____
- d. Email: _____

Thank you for your participation in the City of Sarasota Purchasing Division's solicitation process. We welcome your feedback. You may return this survey with your solicitation or if you wish to remain anonymous you may return it to:

City of Sarasota
Attn: Purchasing Survey
1565 1st Street Room 205
Sarasota, FL 34236

Special Conditions:

These are conditions that are in relation to this bid only and have not been included in the CITY's standard Terms and Conditions or the Scope of Work.

Sample Only



**City of Sarasota, Florida
Scope of Work and Specifications**

Sample Only

Prepared by: